

EXHIBIT

“G”

UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA

ANDREA GROVE, individually and on behalf
of others similarly situated,

Plaintiff,

- versus -

MELTECH, INC., H & S CLUB OMAHA,
INC., and SHANE HARRINGTON,

Defendants.

Case No.: 8:20-cv-193

DECLARATION OF DEFENDANT
SHANE HARRINGTON

The undersigned, being first duly sworn upon oath, states and affirms:

1. My name is Shane Harrington and I am the individual Defendant in this case.
2. I have personal knowledge of all matters stated in this declaration.
3. I submit this declaration in support of my motion to dismiss for failure to state a claim.
4. My first affidavit was submitted in support of my motion to dismiss for lack of jurisdiction.
5. On 5/30/20, when I was served with this lawsuit my attorney sent the Plaintiff's attorneys a comprehensive Rule 11 Sanction notice including copies of 2 contracts with their client that contained an arbitration clause, class action waiver, and confidentiality agreement.
6. My attorney has sent the Plaintiff's lawyers approximately 18 emails since May 30, 2020 attempting to resolve these matters, all of which I reviewed and approved in advance.
7. Plaintiff and the opt-ins have submitted perjured affidavits to the court in support of their claims.
8. There was never a set schedule at Club Omaha as Plaintiff and some of the opt-ins falsely claim (see attached affidavits).

9. Tipping was never required and was always optional at Club Omaha (see Grove's 2019 contract) which specifically state that tipping is only suggested (2018 contract is silent regarding tipping).
10. No dancer's contract was ever suspended or terminated for failing to tip.
11. I never accepted a tip at Club Omaha.
12. Plaintiff and the opt-ins refuse to abide by their contracts and submit to AAA arbitration.
13. Plaintiff and the opt-ins have violated the confidentiality clause in their contracts.
14. I have filed for arbitration against Andrea Grove with AAA on 6/21/20 (see AAA Application Exhibit "P", AAA Complaint Exhibit "Q", and AAA Exhibits Exhibit "R")

PLAINTIFF ANDREA GROVE

15. The last six months of my life has been hell because of the mutiny staged by Andrea Grove and the NEOC complaint and class action lawsuit she filed in direct violation of her dancer contracts together with vile defamation of me personally and the solicitation of my dancers for litigation.
16. Ms. Grove staged a scene in the club's dressing room on the night of Friday, 12/20/20 before a dozen or more dancers on a night where there were 19 dancers on roster yelling that tipping is "optional" and that dancers "shouldn't have to tip" and throwing my name around in a negative manner during her temper tantrum. (see Gann affidavit).
17. No one ever forced anyone to tip at Club Omaha and no contract was ever ended for no tipping or low tipping.
18. The only reason a suggested tipping structure was added to contracts in June 2019 is because some dancers would make over \$1,500 in cash in a night and not even tip a dollar to the team that helps them to make that kind of money, Ms. Grove included!

19. Ms. Grove and all Club Omaha dancers are aware that if they need to address a problem that it must be done with me or a manager in private.
20. They can't just vent their frustration at the club or on social media as it damages the business and puts the entire enterprise at risk.
21. I have a private office to discuss things of this nature like any other legitimate business.
22. Ms. Grove is mentally unstable and has been targeting all her negative energy toward destroying me and my business in direct violation of her contract with no accountability.
23. Ms. Grove and her friends have been posting the worst imaginable things about me online calling me a rapist and sex offender.
24. Andrea Grove never complained about anything to me during the 15 months she worked at Club Omaha and she acknowledged that she was at fault for the tipping mutiny in messages she sent to me in February 2020.
25. Ms. Grove was treated well, worked an average of only 3 days per week, and was allowed to work when she liked whatever hours she liked.
26. All our dancers are independent contractors by choice as they prefer the freedom to work where they like and the times they choose.
27. Ms. Grove was an independent contractor and never worked overtime and never received less than minimum wage.
28. Ms. Grove's boyfriend Peter texted and called me and my managers in the middle of the night on two separate occasions, on or about 5/5/19 and 6/8/19 frantically searching for Ms. Grove who would disappear sometimes.

29. I tolerated these disturbances and other complaints about Ms. Grove in and outside of the club but Ms. Grove was on thin ice already when the tipping mutiny occurred on 12/20/19.
30. The sworn declaration of Andrea Grove signed 5/26/20 and filed with the court 6/11/20 (Exhibit “A”) contains numerous lies and false statements of fact for the purpose of fraudulently created a labor law case for damages.
31. Par. 4 “Club Omaha required me and other dancers required [sic] to schedule our shifts in advance...” This is 100% false – this policy is not listed in your clients’ contracts and dancers, managers, and security have confirmed this in their affidavits.
32. In fact, later in the same paragraph Ms. Grove admits there was no dancer schedule:
“dancers, including myself, would rush to the club to run to the front of the club to ‘clock in’, just to be told that the club had reached it night club and we have to go home.” By Ms. Grove’s own admission there was no schedule.
33. Par. 6 “I usually worked 4 -5 shifts per week.” Club Omaha records that I have reviewed prove that Ms. Grove only danced an average of 3 days per week.
34. Par. 6 “(W)orked 10 – 12 hours during each shift.” Club Omaha records that I have reviewed prove that Ms. Grove worked 8-hour shifts on average and came late and left early on numerous occasions.
35. Par. 6 “I would usually arrive by 7 pm and stay until 5am...” Club Omaha records that I have reviewed and witness testimony prove that Ms. Grove often arrived later than 7:00 pm and rarely stayed until 5:00 am.
36. Par. 7 Claims regarding house fees are false as Ms. Grove was granted free house on dozens of occasions so she was not always required to pay a “house fee.”

37. Par. 10 “I did not receive any wages from Club Omaha. All my compensation was in the form of tips paid by customers for dances.” This is false as Ms. Grove was paid by Club Omaha by checks (See Exhibit “T”).
38. Par. 10 “Club Omaha set the price” is false as the prices are only suggested and dancers are permitted to charge more or less.
39. Par. 13 “I was required to go up on stage at regular intervals during my shift...” is false in that the manager, DJ, and security would shuffle the dancer’s schedule at her request if she was unavailable.
40. Par. 14 “I was also required to “tip out” each night, paying a minimum of \$5 each to the DJ, security and manager.” Tipping at Club Omaha has always been optional and Ms. Grove was never required to “tip out.” Ms. Grove’s 6/18/19 contract states in Paragraph 29 that, “CO **suggests** that Performers follow an **optional** tipping structure to reward the team that makes it possible for you to make money each night. Performer should **consider** tipping ...”
41. Par. 19 “There were between 25 – 30 exotic dancers working at Club Omaha with me on any given night.” The Club Omaha contract had a 14 – 18 dancer cap for a period of months and Club Omaha never had 25 – 30 on any given night.
42. Par. 21 “I was terminated from club [sic] Omaha after I stood up for another dancer who refused to tip out the club staff. This dancer was also terminated on the same day.” Neither Ms. Grove nor any other dancer has ever been “terminated” from Club Omaha for not tipping.
43. Ms. Grove’s 6/14/20 declaration filed with this court 6/15/20 contains additional lies and false statement of fact including paragraphs 4 and 6.

44. Furthermore, Ms. Grove has a criminal record and is not a credible witness.
45. I owe a legal bill in excess of \$25,000 for the legal defense of this class action and the NEOC action filed by Ms. Grove.

OPT-IN DANCERS

46. After I was provided the opt-in list from my attorney, I contacted the two dancers that were still on our roster, Cassandra Schueth (Dallas) and Diana Blanco (Mileena).
47. It was not my intention to dissuade them from filing a claim against my business, I merely wanted to inform them that the class action violated their contracts.

OPT-IN CASSANDRA SCHUETH (Dallas)

48. Ms. Schueth messaged me in June 2020 and stated that she didn't want to be part of the class action.
49. Ms. Schueth wrote: "I never went to a lawyer. Ive been busy with my other job and my horse lessons. I'm not goin out of my way. I know I made money I have nothing against you ... If there's a number or email attached I will figure out how to get off / out of it! You've saved my ass with the clubs. Im not trying to do anything ... I wanted to post a long thank you and goodbye."
50. The biggest complaint from Ms. Schueth in her declaration is that she couldn't wear a sweater on the floor, which is prohibited at every strip club.
51. Ms. Schueth falsely states in her declaration that she never was paid by Club Omaha but she was paid nearly \$4,000 on payroll in 2017 (checks attached as Exhibit "U").
52. Ms. Schueth never complained to me or anyone at Club Omaha about wages, overtime, tipping or any problems or issues.

53. Ms. Schueth was never fired but since she is suing Club Omaha because she objects to the terms of her independent contractor agreement, that contract was terminated and she (together with Grove and the other 9 opt-ins) was offered a job as an employee which she declined. (job offer email attached as Exhibit "V")

OPT-IN CHRYSTINA WINCHELL (Veronica)

54. While Ms. Winchell states in paragraph 4 of her declaration signed 6/4/20 and filed with the 6/11/20 that, "I worked, on average, 3 – 4 days a week. Sometimes I worked as Many as 6 days a week." This is perjury.

55. I have reviewed the hand-written daily log executed and signed by Ms. Winchell.

56. From 8/6/19 to 12/20/19, Ms. Winchell danced part-time as an independent contractor at Club Omaha.

57. During the 20 calendar weeks she worked from Sunday to Saturday, she never worked more than four days per week and only did so on two occasions (8/25 – 8/31/19 and 9/1 – 9/7/19).

58. Since she worked 46 days in 20 weeks, she averaged 2.3 days per week, not 3 – 4 as stated in her perjured affidavit. She worked 3 days per week during 8 weeks, 2 days per week during 6 weeks, 1 day per week during 2 weeks, and 0 days per week during 2 two weeks. She left early on two occasions.

59. Ms. Winchell danced on the following dates: 8/6/19; 8/8/18; 8/9/19, 8/13/19, 8/14/19 (left early), 8/19/19, 8/23/19, 8/27/19, 8/28/19, 8/29/19, 8/30/19, 9/2/19, 9/4/19, 9/5/19, 9/6/19, 9/8/19, 9/11/19, 9/15/19, 9/17/19, 9/18/19, 9/20/19, 9/23/19, 9/24/19, 9/25/19, 9/29/19 (left early), 10/1/19, 10/7/19, 10/10/19, 10/12/19, 10/16/19, 10/18/19, 10/22/19,

10/24/19, 10/25/19, 11/15/19, 11/18/19, 11/21/19, 11/22/19, 11/25/19, 11/27/19, 11/29/19, 12/3/19:12/5/19, 12/9/19:12/13/19, and 12/20/19.

60. In paragraph 9 and 13, Ms. Winchell made false statements about required fees and tip outs when the witness affidavits and Ms. Winchell's contracts prove that all tips were optional.

OPT-IN DIANA BLANCO (Mileena)

61. Ms. Blanco never complained to me or anyone at Club Omaha about wages, overtime, tipping or any problems or issues.

62. Ms. Blanco's only complaint was that I "talked to (her) like a child."

63. Ms. Blanco was never fired but since she is suing Club Omaha because she objects to the terms of her independent contractor agreement, that contract was terminated at her request and she was offered a job as an employee which she declined.

64. Ms. Blanco was treated well and earned lots of money at Club Omaha.

65. She always made approximately 5x – 10x minimum wage or \$400 - \$800 per night and never worked more than 40 hours per week unless she requested to do so.

DESTINEE MAGNUSON (Jinx)

66. Ms. Magnuson never complained to me or anyone at the club about working conditions before filing this lawsuit.

67. I have examined the handwritten logs of dancer attendance for Ms. Magnusson.

68. While Ms. Magnuson states in paragraph 6 of her declaration signed 6/4/20 and filed 6/11/20 that, "I worked up to 5 nights a week while working at Club Omaha" This statement is misleading as Ms. Magnuson worked at Club Omaha for 23 weeks, during which she danced 43 nights, an average of 1.87 nights per week and only danced 5 nights

during one week out of 23. She only worked 2 nights during a dozen weeks and during 4 weeks she worked a total of 1 night. During 3 weeks she didn't work at all.

69. She also falsely stated in Par. 6 "I had to arrive at the club at 5:30 PM to be on time for a shift." This is false as dancers can arrive at the club at any time of day or night, even after midnight.

70. She also falsely stated on Par. 9 "I was required to tip the bouncer, DJ, and manager ..."
Tipping at Club Omaha has always been optional and Ms. Magnuson was never required to "tip out." (see attached Affidavits)

71. Ms. Magnusson's May 6, 2019 contract doesn't even have a provision for suggested or optional tipping.

72. Neither me nor anyone at Club Omaha threatened to terminate Ms. Magnuson or any other dancer for not tipping and I never did terminate anyone for not tipping. Ms. Magnuson never complained about tipping.

73. I have offered Ms. Magnuson a job as a tipped employee at Club Omaha and she has declined my offer.

KATLYNN CLARK (Alexis)

74. Ms. Clark has not submitted a declaration or affidavit in support of her claims.

75. Ms. Clark was treated very well and generously compensated at Club Omaha.

76. She was one of the club's top earners, typically earning 10x minimum wage or \$500 - \$1,000 per night.

77. The only reason I had to let her go and terminate her contract is because she has a drinking problem and would sometimes become nasty to dancers, members, and staff.

78. I have offered Ms. Clark a job as a tipped employee at Club Omaha and she has declined my offer.

SARAH FRANK (Zoe)

79. Ms. Frank has not submitted a declaration or affidavit in support of her claims.

80. Ms. Clark was treated very well and generously compensated at Club Omaha.

81. She typically earned 5x - 10x minimum wage or \$500+ per night.

82. I introduced her to a Gold Member at our club that used to tip her thousands of dollars per month for companionship at the club.

83. The only reason I had to let her go and terminate her contract is because she has a drinking problem and would often become abusive of staff, dancers, and customers.

84. I have offered Ms. Frank a job as a tipped employee at Club Omaha and she has declined my offer.

JADE GUERRERO (Mina)

85. Ms. Guerrero has not submitted a declaration or affidavit in support of her claims.

86. Ms. Guerrero was treated very well and generously compensated at Club Omaha.

87. She was permitted to return to dance at the club after being suspended for serious violations of club rules.

88. She typically earned 5x - 10x minimum wage or \$400+ per night.

89. I have offered Ms. Guerrero a job as a tipped employee at Club Omaha and she has declined my offer.

AUTUMN SMITH (Nicole)

90. Ms. Smith has not submitted a declaration or affidavit in support of her claims.

91. Ms. Smith was treated very well and generously compensated at Club Omaha.

92. She typically earned at least 5x minimum wage or \$400+ per night during the week and \$750+ per night on weekends.

93. Ms. Smith has come and gone at Club Omaha a few times as a dancer.

94. I have offered Ms. Lewis a job as a tipped employee at Club Omaha and she has declined my offer.

ALLYIA LEWIS (Leelah)

95. Ms. Lewis has not submitted a declaration or affidavit in support of her claims.

96. Ms. Lewis danced briefly for Club Omaha in 2018.

97. Ms. Lewis was treated very well and generously compensated at Club Omaha.

98. She typically earned at least 5x minimum wage or \$300+ per night during the week and \$600+ per night on weekends.

99. Ms. Lewis stopped dancing because she was pregnant.

100. Shortly after giving birth she contacted our hiring manager Kenzie Weiss requesting to dance at Club Omaha and was not allowed to do so because the club had over 70 girls on roster.

101. Ms. Lewis claimed that she was “fat shamed” and she and Ms. Struble began posting defamatory accusations regarding me and confidential matters regarding the club on social media in violation of their contracts and the Club Omaha rules and regulations.

102. I have offered Ms. Lewis a job as a tipped employee at Club Omaha and she has declined my offer.

RYLEE STRUBLE (Rylee)

103. Ms. Struble auditioned and trained at Club Omaha in October 2017.

104. Ms. Struble was never officially contracted as a dancer because she left to dance at the Playhouse and then moved to Florida.
105. Ms. Struble is only involved in this frivolous litigation because opt-in Allyia Lewis is her best friend.
106. Ms. Struble made no complaints regarding Club Omaha to me or any of my staff or dancers for three years from 2017 until 2020.
107. Ms. Struble never worked overtime.
108. Ms. Struble has no claim for damages under labor law or any other causes of action.

CONCLUSION

When I opened Club Omaha in 2017 I met with a representative of the Nebraska Department of Labor in Lincoln who informed me that our dancers are considered independent contractors if they are allowed to work wherever they like and if they have no set schedule, which is the case at Club Omaha. The contracts are very favorable for dancers and most of our performers have made more money at Club Omaha than anywhere else they have ever worked. I have a daughter in her early 20's and I treat my dancers with same respect that I show my daughter. I teach our dancers about work and about life and I help them fix relationships, get apartment and car leases, quit cigarettes, alcohol, and drugs and everything else I can do to help them make money and have a better life. It is a disgrace that these 10 ladies are suing me when I violated no laws and treated them better than some of their own fathers.

Signed under pains and penalties of perjury this 22nd day of June, 2020.

s/Shane Harrington
Shane Harrington